

4. **SERVICE DESCRIPTIONS**

4.1 **MESSAGE TELECOMMUNICATIONS SERVICE**

4.1.1 The following MTS service plans allow Customers to originate interstate calls in areas with Equal Access capabilities served by the Company by presubscribing to one of its MTS long distance calling service plans. All MTS service plans include calling from U.S. Mainland to Alaska, Hawaii, Puerto Rico, U.S. Virgin Islands, Guam, American Samoa, and the Northern Marianas (Saipan, Tinian and Rota). Any services originating from a payphone will have a payphone surcharge applied.

The applicable usage rate depends upon the distance between originating and terminating points and the rate period(s) in which the call occurs. Calls are billed in thirty (30) second increments after an initial minimum billable period of one minute.

Refer to Section 6, Service Charges (6.1.1.1).

4.2 **CALLING CARD SERVICE**

4.2.1 Description - This service arrangement allows Customers to originate calls from any point within the United States and territories through use of a Company Calling Card via the Company's toll free calling card platform access number. Calls may be terminated to any point within the United States and territories.

Applicable usage rates are outlined in Section 6.2. Calls are billed in whole minute increments and are subject to a per call surcharge. Calls made with this service can only be placed from touch-tone telephones. International calling is not available with the Calling Card Service.

Usage rates (detailed in Section 6.2) for Calling Card Service are not time-of-day or distance sensitive. There is no order processing fee or monthly recurring charge associated with this service.

4.3 **RESERVED FOR FUTURE USE**

4. **SERVICE DESCRIPTIONS** (Cont'd)

4.4 **Inbound Services**

- 4.4.1 The Company's inbound service is a service accessed via 800 or 888 NPA's originating on feature group facilities provided by the Local Exchange Carrier (LEC) and terminating on a regular business line or a Special Access Line (SAL). This service enables the Customer to receive Inbound service calls at their residence or place of business.
- 4.4.2 The Company reserves the right to require an applicant for the Company Inbound Service to supply the following information when requesting service: an initial traffic forecast, identification of anticipated busy hour, identification of its geographical marketing target areas, and a schedule of marketing and promotional activities. The Company may also require that the Customer submit a new traffic forecast quarterly after service is initiated.
- 4.4.3 The Company's Inbound Service is furnished upon condition that the Customer contracts for adequate facilities to permit the use of this service without injurious effect upon it or any service rendered by the Company. The Company may terminate or refuse to furnish Inbound Service to any applicant, without incurring any liability and without notice to the Customer, if the use of the service would interfere with or impair any service rendered by the Company.
- 4.4.4 The Customer must obtain an adequate number of access lines for the Company Inbound Services to handle the Customer's expected demand in order to prevent interference or impairment of this service or any other service provided by the Company considering: (1) total call volume; (2) average call duration; (3) time-of-day characteristics; and (4) peak calling period. The Company, without incurring any liability and without notice to the Customer, may disconnect or refuse to furnish the Company Inbound Service to any Customer that fails to comply with these conditions.

4. **SERVICE DESCRIPTIONS** (Cont'd)

4.4 **Inbound Services** (Cont'd)

- 4.4.5 Use of numbers; Each Inbound Service telephone number must be placed in actual and substantial use by the Customer. "Substantial use" shall mean a pattern of use that demonstrates an intent on the Customer's part to employ the number for the purpose for which it was intended; namely, to allow callers to reach the Customer, as indicated, for example, by at least 30 average monthly minutes of use or more. Any Inbound telephone number associated with the Company Inbound Service that has not been placed in actual and substantial use during the first sixty (60) day period after service activation may be redesigned as a spare number in the Company Inbound database by the Company upon written notice to the Customer.
- 4.4.6 If the Customer requests assignment of a specific Inbound Service telephone number, the Company may require the Customer to submit a number reservation agreement form to the Company. At no time may a Customer have more than ten (10) numbers reserved. Any reservation shall be for no more than sixty (60) days and shall be subject to a reservation fee which will be credited to Customer's unpaid balance after the Company Inbound Service has been in actual and substantial use for a consecutive sixty (60) day period.
- 4.4.7 Nothing in this Section, or in any other provision of this tariff, or in any marketing materials issued by or on behalf of the Company, shall give any person, including prospective Customers who have reserved Inbound telephone number hereunder or Customers who subscribe to and use the Company Inbound Service or their transferee or assigns, any ownership interest or proprietary right in any particular Inbound number; however, upon placing a number actually and substantially in use, as defined above, the Company Inbound Service Customers do have a controlling interest in the Inbound number(s). The Company's Inbound Service Customer may retain the use of their Inbound number assignments, even following changes in their Inbound carrier and/or Resp. Org.
- 4.4.8 If a Customer places an order for the Company to carry Customer's already existing 800/888 number service, the Customer shall provide to the Company the contact names, telephone number and address of the Customer's Responsible Organization (Resp. Org.). Upon subscription to the Company Inbound Service, the Customer may execute a Letter of Authorization to transfer Resp. Org. responsibility of its 800/888 number(s) to the Company Resp. Org. in writing within 48 hours of the change. The Customer is responsible for all outstanding indebtedness for services provided by a previous Resp. Org. or inbound service carrier. The Company assumes no responsibility or liability with respect to any obligations of Customer to such previous service providers existing at the time of transfer to the Company.

4. **SERVICE DESCRIPTIONS** (Cont'd)

4.4 **Inbound Services** (Cont'd)

- 4.4.9 The Company's Resp. Org. functions include 1) search for and reservation of Inbound numbers in the SMS/800/888; 2) creating and maintaining the Inbound number Customer record in the SMS/800/888; and 3) provision of a single point of contact for trouble reporting.
- 4.4.10 In the event that a Customer cancels its Company Resp. Org. or Inbound Service, the customer shall be responsible for all outstanding indebtedness to the Company and any outstanding charges applicable to any service obtained by or on behalf of the Customer by the Company.
- 4.4.11 It is the Customer's responsibility to provide answer supervision back to the Company point of connection even when the Company Inbound Services is connected to switching equipment or a Customer-provided communications system. In such case, the equipment or system must provide appropriate supervision so that the measure of chargeable time begins upon delivery of the call to the Customer's switching equipment or communications system and ends upon termination of the call.
- 4.4.12 Inbound Feature Charges - Feature Charges are determined by the specific feature requested by an Inbound Customer. These charges are in addition to Inbound usage charges and are not subject to discounting unless specifically indicated in Section 6, Service Charges (6.4.2).
- 4.4.13 In the event that a Customer cancels its 800 Service, the Customer may elect to retain the Company as its Resp. Org.
- 4.4.14 The Company Resp. Org. Charges - Where the Company serves as a Resp. Org. for a non-Company Inbound Service Customer, the Company will pass on the tariffed Local Exchange Carrier charges for SMS/800 Database and related services. In addition, the Company charges in Section 6, Service Charges (6.4) will apply.

4. **SERVICE DESCRIPTIONS** (Cont'd)

4.4 **Inbound Services** (Cont'd)

4.4.14 **Special Inbound Services - Residential**

4.4.14.1 **Homebound 800/888/8XX Service with PIN**

.1 **Description** - Homebound 800 is an inbound service available to the Company's residential service customers only. This service enables the Customer to receive 800/888 service calls at their residence. The residential Customer will be assigned an 800/888/8XX telephone number to receive calls that are paid for by the Customer rather than the calling party. In addition to dialing the 800/888 number a four digit PIN number is required to complete the call.

.2 **Usage Charges** - Usage Charges in Section 6.4.3 following, are determined by the minutes of use within each rate period. A monthly recurring charge applies to customers selecting this service.

4. **SERVICE DESCRIPTIONS** (Cont'd)

4.5 **OTHER SERVICE ARRANGEMENTS**

4.5.1 **5 Cents A Minute Calling Plan**

4.5.1.1 **Description**

5 Cents A Minute calling plan offers the customer a flat rated calling plan, which is non-distance sensitive or time of day sensitive for all direct dialed long distance calls only. Usage is rounded on the initial minute to the full minute. Additional usage is billed in (30) thirty second increments. A monthly recurring charge also applies to customers electing this service. This plan cannot be used in conjunction with any other discount plan.

4.5.1.2 **Usage Charges**

Refer to Section 6, Service Charges (6.5.1)

4. **SERVICE DESCRIPTIONS** (Cont'd)

4.6 **SUPPLEMENTAL SERVICES**

4.6.1 Directory Assistance

4.6.1.1 Long Distance Directory Assistance is available to Customers of Company's switched services. The charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number. Up to two requests may be made on each Directory Assistance call.

4.6.1.2 A credit allowance for a Directory Assistance call will be provided if the Customer experiences poor transmission quality, receives an incorrect telephone number, or inadvertently misdials the intended Directory Assistance number.

4.6.1.3 The applicability of usage volume discounts toward directory assistance charges is addressed within each individual service section.

4.6.1.4 Usage Charges

Refer to Section 6.6.1.1 Usage Charges

4.6.1.5 Handicapped Exemption - Handicapped customers who qualify for exemptions from Directory Assistance charges due to visual or other physical disabilities will be required to submit a written letter of verification to the Company. Each Directory Assistance billed call will appear on the subsequent month's bill as a credit.

4.7 **PROMOTIONAL OFFERINGS**

4.7.1 Certain promotional offerings may be provided from time to time via these Terms and Conditions. These promotional offerings may only apply to certain services, and may be limited to certain dates, times, and locations.

4.8 **Public Payphone Surcharge**

This charge will apply to all completed consumer calls placed from a public/semipublic payphone in which a 1-8XX call is placed. Specifically, the public payphone charge applies to: 1)

calling card services, 2) Any Inbound Service offering, 3) collect calls, 4) calls billed to a third number and 5) Company Prepaid Card Services (if applicable).

The public payphone surcharge is applied in addition to any other applicable service charges or surcharges. Discounts offered by any of the Company's discount plans do not apply to the Public Payphone Surcharge.